


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-07-13764		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Block 7 until 03:00 PM EST local time 6/19/2008  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME CLAUDIA M. ARMSTRONG		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
				AREA CODE	NUMBER	EXT.
				-		armstrong.claudia@epa.gov

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	____ CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
AREA CODE	NUMBER			18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE	25. PAYMENT WILL BE MADE BY		
			U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)  
DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work

immediately upon receipt of a work assignment.

Within 5 calendar days after receipt of a work assignment, the Contractor shall submit 1 copy each of its work plan to the project officer and 1 the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 10 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 10 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

(a) The estimated cost of this contract is TBD.

(b) The fixed fee is TBD.

(c) The total estimated cost and fixed fee is TBD.



**B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
Other Misc. ODC's (i.e. Shipping and Specialized Equipment etc.)	TBD	TBD	TBD	TBD	TBD

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of TBD is allotted to cover estimated cost. Funds in the amount of TBD are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through TBD.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) DEVIATION**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.epa.gov/ntsd/directives.nsf/BySub?OpenView>)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the

CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Ave.  
Washington, DC 20460

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

## F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.



(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Project Officer
1	Contracting Officer

#### F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

#### F.4 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

#### F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from 07/04/08 through 07/03/09 inclusive of all required reports.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

### G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges

represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### G.3 METHOD OF PAYMENT

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency

Chief, Cost and Rate Negotiation Service Center  
 Office of Acquisition Management (3802R)  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	TBD
Period	TBD
Rate	TBD
Base	TBD

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TBD
Period	TBD
Rate	TBD
Base	TBD

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

#### G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

TBD

#### G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work assignments.

**G.8 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or



reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

### 3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. **TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

**5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules

shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. **CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the

inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;  
Description;  
Manufacturer;  
Model;  
Serial Number;  
Acquisition Date;  
Date received;  
Acquisition Cost\*;  
Acquisition Document Number;  
Location;  
Contract Number;  
Account Number (if supplied);  
Superfund (Yes/No);  
Inventory Performance Date;  
Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

**G.9 GOVERNMENT-FURNISHED PROPERTY (EP 52.245-120) (SEP 1994)**

(a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause. **Please refer to Attachment 6 for a list of all Government Furnished Property.**

(b) This contract incorporates the "EPA Contract Property Administration Requirements" dated June 20, 1994, provided below.

**EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)**

**PURPOSE.** The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the

minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

**PROPERTY COORDINATOR.** EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

**REPORT OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report by contract of Government property with an acquisition cost of more than \$1,000 in the contractor's possession as of September 30. Additionally, EPA requires the submission of two other reports, both pertaining to EPA property in the contractor's possession by contract as of September 30, whether owned or leased for more than 60 days, with an acquisition cost of more than \$1,000.

The first report is a detailed annual inventory report covering all property in the contractor's possession. The second report is an annual acquisition report including all property acquired since the last acquisition report. Previously, EPA required EPA Form 1730-1 to be submitted each time an item of property with an acquisition cost of more than \$1,000 was acquired. Because of the new requirement for an annual acquisition report, this is no longer required.

Except as provided below, two (2) copies each of the referenced reports shall be submitted to the PA by October 31.

The contractor may use DD Form 1662 for the annual summary report. If authorized by the CPC, the contractor may submit the detailed inventory report in an electronic format. If the detailed inventory report is electronically submitted, only one hard copy of the report is required.

For EPA contracts, the contractor is required to maintain, at a minimum, the following data elements unless otherwise approved by the PA. Those marked with a (1) must be included in the EPA annual detailed inventory report and those marked with a (2) must be included in the EPA annual acquisition report:

**For Government Owned Property:**

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer

- (1), (2) Model
- (1), (2) Serial Number
- (1), (2) Acquisition Date
- (1), (2) Acquisition Cost
- (1), (2) Acquisition Document Number
- (1), (2) Account Number
- (1), (2) Superfund (Yes/No)
- Maintenance Cost
- Condition Code (as shown in Federal Property Management Regulations)
- Location
- (1), (2) Contract Number

For Property Leased Over 60 days:

- (1), (2) EPA Identification Number (if supplied)
- (1), (2) Contractor Identification Number (if assigned)
- (1), (2) Description
- (1), (2) Manufacturer
- (1), (2) Model
- (1), (2) Serial Number
- (1), (2) Beginning Date of Lease
- (1), (2) Projected End Date of Lease
- (1), (2) Lease Cost per month
- (1), (2) Total Purchase Credits to Date
- (1), (2) Acquisition Document Number
- (1), (2) Account Number
- (1), (2) Superfund (Yes/No)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.



MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; Ariel Rios Building; 1200 Pennsylvania Avenue, N.W.; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

**G.10 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

Defense Contract Management Agency (DCMA)

TBD \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

#### (a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

#### H.4 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been

resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for four additional one-year period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 14,885 direct labor hours for all four option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base and Option Periods from:

Period	Start Date	End Date
Base Period	07/04/08	07/03/09
Option Period I	07/04/09	07/03/10
Option Period II	07/04/10	07/03/11
Option Period III	07/04/11	07/03/12
Option Period IV	07/04/12	07/03/13

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Level of Effort

Period	Direct Labor Hours basic quantity
-----	-----
Base Year Period	14,885
Option Period I	14,885
Option Period II	14,885
Option Period III	14,885
Option Period IV	14,885

\* To Be Completed at time of contract award

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
-----	-----	-----	-----
Base	*	*	*
Option Period I	*	*	*
Option Period II	*	*	*
Option Period III	*	*	*
Option Period IV	*	*	*

\* To Be Completed at time of contract award

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period	Total ODCs (including travel)				
-----	-----				
	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
Other Misc. ODC's (i.e. Shipping and Specialized Equipment etc.)	TBD	TBD	TBD	TBD	TBD

\* To Be Completed at time of Contract Award



**H.6 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
Base Period	2045
Option Period I	2045
Option Period II	2045
Option Period III	2045
Option Period IV	2045

The Government may issue a maximum of 5 orders to increase the level of effort in multiples of 409.00 hours during any given period.

The estimated cost and fixed fee per quantity of each block of hours is as follows:

Period	LOE	Estimated Cost	Fixed Fee	Total
Base Period		*	*	*
Option Period I		*	*	*
Option Period II		*	*	*
Option Period III		*	*	*
Option Period IV				

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

<u>Period</u>	<u>Optional Account</u>
Base Period	*
Option Period I	*
Option Period II	*
Option Period III	*
Option Period IV	

**H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

#### **H.9 EPA GREEN MEETINGS AND CONFERENCES (EPAAR 1552.223-71) (MAY 2007)**

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

- (1) Do you have a recycling program? If so, please describe.
- (2) Do you have a linen/towel reuse option that is communicated to guests?
- (3) Do guests have easy access to public transportation or shuttle services at your facility?
- (4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?
- (5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?
- (6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?
- (7) Do you have an energy efficiency program? Please describe.
- (8) Do you have a water conservation program? Please describe.
- (9) Does your facility provide guests with paperless check-in & check-out?
- (10) Does your facility use recycled or recyclable products? Please describe.
- (11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
- (12) Do you use biobased or biodegradable products, including biobased cafeteriaware? Please describe.
- (13) Do you provide training to your employees on these green initiatives? Please describe.
- (14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives?

Include "Green Meeting" information in your quotation so that we may consider environmental preferability in selection of our meeting venue.

**H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.12 INSURANCE COVERAGE**

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

#### **H.13 STATE AND LOCAL TAXES**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at

any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether

the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR**

1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their

contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of



Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.18 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 15 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall

submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

#### **H.19 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

## **H.20 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION**

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager  
 Senior Emergency Management Analyst  
 Emergency Management Analyst  
 Emergency Operations Facility Manager  
 Senior Telecommunications Specialist  
 Telecommunications Specialist  
 EOF Secured Access Facility Manager

Note: Please see Attachment 7 for Minimum Qualifications of Key Personnel.

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

## **H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.22 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

**H.23 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.24 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor. All Contractors, subcontractors, and consultant personnel shall wear visibly displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individuals, name, the company's name and logo. The office space occupied by the contracting staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion, contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being an EPA Official.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	NOV 2007	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND

52.222-43	NOV 2006	OTHER ELIGIBLE VETERANS (SEP 2006) FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES -- COST REIMBURSEMENT ALTERNATE V (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)

**I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)  
(SEP 2007) DEVIATION**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. (See SOW)

**I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the

Contractor before the contract expiration date.

**I.4 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007)**

(a) *Definitions.* As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size

status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*



**I.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support

activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)  
To locate the nearest NLRB office, see NLRB's website at  
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR

372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

#### **I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.11 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) Government-furnished property. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably

required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or



destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the

United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.12 GOVERNMENT PROPERTY FURNISHED "AS IS"**

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

#### **I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[ Insert one or more Internet addresses ]

**I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Statement of Work
2	Sample Work Assignment
3	Client Authorization Letter
4	Past Performance Questionnaire
5	Cost Proposal Instructions
6	Government Furnished Property
7	Minimum Classifications of Key Personnel
8	Top Secret Requirements

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (SEP 2005) \_ (FAR 52.203-11) (SEP 2007) DEVIATION**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that

owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any



of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620 [insert NAICS code].

(2) The small business size standard is [http://www.naics.com/sba\\_sizestandards.htm](http://www.naics.com/sba_sizestandards.htm) [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations. (1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.7 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
 (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)**

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

**K.9 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT CERTIFICATION (EPAAR 1552.203-70) (APR 1984)**

The offeror (quoter) hereby certifies that:

(a) He is ☐ is not ☐ a former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(b) He does ☐ does not ☐ employ or propose to employ a current/ former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) and who has been or will be involved, directly or indirectly, in developing or negotiating this offer (quote) for the offeror (quoter), or in the management, administration or performance of any contract resulting from this offer (quote).

(c) He does ☐ does not ☐ employ or propose to employ as a consultant or subcontractor under any contract resulting from this offer (quote) a current/former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(d) A former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) or such former employee's spouse or minor child does ☐ does not ☐ own or substantially own or control the offeror's (quoter's) firm.

(e) "Regular employee" means any officer or employee of EPA who is employed or appointed, with or without compensation, to serve more than 130 days during any period of 365 consecutive days, including regular officers of the Public Health Service Commissioned Corps and reserve officers of the Public Health Service Commissioned Corps while on active duty.

(f) "Special employee" means an officer or employee of EPA who is retained, designated, appointed or employed to perform, with or without compensation, temporary duties either on a full-time or intermittent basis for not more than 130 days during any period of 365 consecutive days and who actually served more than 60 days during such 365-day period.

**K.10 BUSINESS OWNERSHIP REPRESENTATION**

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

**Ethnicity**

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

**Race**

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

**K.11 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.12 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.13 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations,  
Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

**L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

**L.4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Claudia M. Armstrong

**Hand-Carried Address:**

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

**Mailing Address:**

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

-----  
[Insert one or more Internet addresses ]

**L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.7 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)  
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 07/04/08 and that the required effort will be uniformly incurred throughout each contract period.

**L.8 PAST PERFORMANCE INFORMATION**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed team subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offeror's and team subcontractors shall distribute the Client Authorization Letter and the Past Performance Questionnaire found in **Attachments 3 and 4** of this RFP to at least three (3) current or past clients for projects/contracts which are similar in scope, magnitude, relevance, and complexity to this requirement. All projects/contracts must either have been completed in the past three years or, if ongoing, have been in existence for at least six months.

(1) The references for contracts and subcontracts provided may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. The following information shall be required from each reference submitting a response to the Past Performance Questionnaire:

1. Name of Agency.
2. Point of contact (name, title, telephone number, and fax number) for technical performance
3. Contract/Task order number
4. Total dollar value of the contract/order
5. Period of performance
6. Description of work performed and identification of the major teaming partners, subcontractors, or prime contractor (if any) and the role performed by each firm.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(3) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(c) If negative feedback is received from an offeror's reference, the

Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(e) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(f) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance. The offeror's past performance shall be evaluated by the Contracting Officer and based on the questionnaire responses received from current and past customers as described above.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

**L.9 TECHNICAL PROPOSAL INSTRUCTIONS**

**I. General Instructions.**

(a) The offeror's attention is directed to the provision in Section H of this solicitation entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.

(b) As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later deems them to be necessary.

**(c) Delivery of Written Submission:**

All written submissions (technical & cost proposals, plans, etc.) should be submitted both electronically via e-mail and postal mail. Electronic submissions shall be submitted to the following e-mail addresses on or before the closing date and time shown on the cover page of this solicitation:

**Claudia Armstrong**  
[armstrong.claudia@epa.gov](mailto:armstrong.claudia@epa.gov)

**Ron Bell**  
[bell.ron@epa.gov](mailto:bell.ron@epa.gov)

In addition, the offeror shall provide an original and five 5)hard copies of all written technical and cost proposals. Hard copies of technical, cost proposals, and other related documents shall be mailed to:

**Hand Delivered and Overnight Commercial Carriers**

Environmental Protection Agency  
Bid & Proposal Room, Ronald Reagan Building, 6<sup>th</sup> Floor (3802R)  
Attn: Claudia Armstrong  
1300 Pennsylvania Avenue, NW  
Washington, DC 20004

- OR -

**U.S. Mail Only**

Environmental Protection Agency  
Bid & Proposal Room, Ariel Rios Building, (3802R)  
Attn: Claudia Armstrong  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

## II. Proposal Instructions:

Offerors are advised to read the technical proposal instructions and evaluation criteria thoroughly before preparing their technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, and (2) an oral presentation to the Government. The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

### (a) Written Technical Proposal

Offerors shall submit their technical proposal separately from their cost proposal. All cost or pricing details shall be omitted from the technical proposal.

Written proposals should consist of five sections. Further details on the format and content of the requested information is discussed below.

### General Instructions:

Technical proposals shall be prepared using the following guidance:

(1) The offeror shall submit a cover letter indicating that this proposal is its official offer to the Government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 180 calendar days from the due date of the solicitation.

(2) Length - The maximum length of the technical proposals shall be limited to 75 double-sided typewritten pages (i.e. 75 single sheets of paper for a maximum of 150 pages) on 8 1/2 x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. The following items are excluded from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, labor-mix matrices, briefing charts, and power point slides (maximum 50 slides) to be used in the oral presentation. Resumes and Past Performance references are not excluded from the above stated page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation. Should an offeror fail to adhere to the page limitations cited above, any pages in exceeding the page limitation will not be considered for review or evaluation by EPA.

(3) Proposal Format - Offerors are advised to supply all information in the sequence and format specified below. The offeror's proposal and supporting documentation must provide sufficient information for the Government to conduct a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

A. Technical - To include a detailed written discussion of the offeror's

demonstrated technical capabilities to perform the SOW.

- B. Key Personnel
- C. Corporate Experience
- D. Contract Management Approach - Labor-Mix Matrix
- E. Past Performance
- F. Oral Presentation Materials -Power Point Slides and briefing charts/tables
- G. Organizational Conflict of Interest Plan

(4) Charts - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, tables, lists, matrices, diagrams, tabulations, etc.

(5) Prohibition of Cost Data - As stated above, all costs or pricing details must be omitted from the technical proposal.

(6) Exceptions - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained as an attachment to the written technical proposal . However, please note that exceptions or deviations may render your proposal as non-responsive and therefore ineligible for an award without discussions.

#### Required Sections of the Written Technical Proposal & Oral Presentation:

As stated above, offerors are encouraged to review Section M clause entitled, Evaluation Factors for Award and the SOW when preparing their written proposals and oral presentation technical responses.

#### A. Technical

##### Sub-factor(a): Technical Capability

Offerors shall demonstrate and present their technical knowledge and capabilities concerning the Statement of Work (SOW) as prescribed in Section M clause entitled, Evaluation Factors for Award. Offerors shall provide a clear and concise description of their strategic technical approach and knowledge relative to their overall understanding of the duties related to program analysis, policy formulation and dissemination, supporting plan development and implementation, to address the tasks outlined in the SOW.

##### Sub-factor(b): Sample Work Assignment (WA) Statement of Work Response

Offerors shall demonstrate their technical knowledge by presenting their technical approach to address the issues identified in the Sample Work Assignment SOW found in Attachment 2 of this solicitation, during an oral presentation. The Power Point slides, and any briefing charts used as part of the oral presentation should be included as an attachment to the written technical proposal.

##### Sub-factor(c): Pop-Quiz Response

Impromptu technical questions will be provided to the offeror during oral presentations and time will be allotted for offeror's to prepare their response. These responses provided to these questions will be used to further assess the offeror's technical capability.

B. Key Personnel

Offerors shall provide resumes for those individuals which are considered key to the performance of this contract. For each individual proposed, please demonstrate the percentage of time the person will be able to devote to this contract. Please indicate what level of Security Clearance each key personnel possesses.

The resumes shall demonstrate that the proposed team possesses the qualifications (i.e., the education and experience) necessary to successfully manage and perform the statement of work (SOW). The discussion of personnel experience shall include those characteristics which demonstrate experience and capabilities including organizing and managing contracts and experience and technical expertise in the subject areas identified in the SOW.

Note: As stated in Section IV of the SOW, All Contractor personnel at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. (Please refer to Attachment 8 for instructions of how to fill out form and return the completed form with your proposal.)

C. Corporate Experience

Offerors shall describe their corporate experience (including subcontractors and consultants) providing services the same or similar to Tasks 1-10 of the Statement of Work (SOW). Specifically, offerors shall submit a list of all contracts and subcontracts currently in process, or completed within the past three years, which are similar in nature to this requirement. Contracts listed may include those entered into with Federal, State and local governments, and commercial businesses. Specifically, the offeror (including all proposed team subcontractors) shall provide the following information for each contract/subcontract:

1. name of contracting activity/commercial business;
2. contract title and number;
3. contract type and total contract/subcontract value;
4. brief description of contract/subcontract and the technology areas involved;
5. period of performance.
6. any affiliation between offeror and client

This list must demonstrate that the offeror (including prime contractor, team subcontractors and consultants) possesses experience managing contracts of the scope, dollar amount and complexity that are similar to this requirement.

D. Contract Management Approach

Offerors will be evaluated on their demonstrated ability to perform the tasks required in the SOW from a contract management perspective. During the oral presentation, offerors shall describe their approach to planning, organizing, and carrying out contract activities as presented in the SOW and the Sample Work Assignment Scenario, to ensure effective, efficient, timely,



and responsive support. This shall include their description of a proposed management plan, including subcontractors.

Offerors also shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of authority and communication within the organization, and their ability to resolve potential problems arising during contract performance. This description of the contract management approach shall be included as part of the oral presentation. The Power Point slides, and any briefing charts used as part of the oral presentation should be included as an attachment to the written technical proposal.

In addition, as part of the written proposal, offerors shall submit a Labor Mix Matrix for the first year of the contract, demonstrating how they plan to distribute the level of effort among the prime and subcontracting team. The labor-mix matrix is not included in the written proposal page count referenced in the General Instructions section above.

#### E. Past Performance

Offerors shall provide past performance information in accordance with the Section L clause entitled, PAST PERFORMANCE INFORMATION.

### III. ORAL PRESENTATIONS TO THE GOVERNMENT

#### A. General Information

The primary purpose of the oral presentation will be to assess the offerors' understanding of the requirements of the Statement of Work, their knowledge and expertise in performing the tasks outlined in the SOW, and the expertise and knowledge of individuals proposed as Key Personnel.

Oral Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. After receiving the written proposals, the Contracting Officer or Contract Specialist will contact each offeror to establish a date and time for the offeror to make an oral presentation. The order in which presentations will take place will be selected through a random drawing of offerors names by the Contracting Officer and Contract Specialist.

Offerors shall present their technical approach and recommendations to the issues identified in: 1) the Sample Work Assignment scenario found in Attachment 2 of this RFP, 2) answers to pop quiz questions which will be provided during the oral presentation, and 3) the offeror's contract management approach to satisfying the requirements of the SOW. Offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule an oral presentation date and time will not be entertained and rescheduling of presentations will not be done unless determined to be necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. All oral presentations will be conducted in person in the English language. Only individuals who are specifically identified as Key Personnel in the written proposal will be

allowed to participate in the Oral Presentations. Only five key personnel specifically identified in the written proposal will be allowed to participate in the Oral Presentations.

#### **B. Location of Presentations**

For preparation purposes, oral presentations will be held at EPA Headquarters in Washington, DC. The specific date, time, and location will be disclosed to each offeror within one week (7 calendar days) of the closing date of this solicitation. The Government estimates oral presentation will take place during the week of June 23, 2008.

#### **C. Videotaping and Audio Recording**

Presentations will be videotaped or audio recorded by the Government. In the event presentations are videotaped or audio recorded, offerors will be provided a copy of their own videotaped presentation. If they make a request offerors. Submission of videotapes or other forms of media containing the presentation are not authorized and such technical proposals shall be considered non-responsive and rejected.

#### **D. Presentation Format**

1. Presentations shall be made by a maximum of five (5) members of the proposed Key Personnel staff. Offerors will make their presentations to the EPA technical evaluation panel, the Contracting Officer and Contract Specialist. Although the presentations must be complete, concise and clear, the Government will place very little emphasis on the presentation style of the presenters.

2. Offerors shall demonstrate their technical knowledge and understanding of the Statement of Work found in Attachment 1 of this solicitation, by presenting their technical approach that addresses the tasks outlined in the Sample Work Assignment SOW (Attachment 2). The offeror's response to the Sample WA shall include a detailed description of the technical methods, management approach, and other analytical needs with respect to the tasks outlined in the Sample WA SOW.

The offeror's oral presentation response to the Sample Work Assignment shall address the following:

- a. A detailed description of the offeror's technical knowledge and approach relative to the Sample Work Assignment SOW tasks and sub-tasks;
- b. A discussion of the estimated time frames/performance schedules to complete the major milestones and tasks;
- c. An explanation of offeror's internal decision-making process for responding to the requirements of the Sample Work Assignment SOW. This includes a description of the roles and responsibilities of contractor personnel who will make decisions and determinations during the work plan preparation process;

- d. A description of the process used to develop the work plan, and communication process between the offeror and EPA throughout that process;
- e. A discussion relative to potential issues, problems, or challenges associated with satisfying the requirements of the Sample WA SOW and proposed solutions for addressing those *issues* (i.e. communication, coordination, etc.); and
- f. A detailed discussion of the management approach specifically for coordinating and managing the tasks required under the Sample Work Assignment SOW. The discussion shall include a description of their approach to planning, organizing, and carrying out contract activities required in Sample Work Assignment SOW, to ensure effective, efficient, timely, and responsive support.

The offerors presentation with respect to Contract Management Approach shall address the following:

During the oral presentation, offerors shall present a detailed description of their Contract Management Approach relative to the task requirements in the contract level SOW, provided in Attachment 1 of this solicitation. The offerors contract management approach shall address how the offeror will maintain work, and provide a description of their approach to carrying out contract activities required under contract level SOW, to ensure effective, efficient, timely, and responsive support. The offeror's shall address the following oaaral presentation with regard to Contract Management Approach.

Offerors will also be evaluated on their approach to planning and organizing contract activities as presented in the SOW, including, but not limited to the management of subcontractors and the roles and responsibilities of key personnel. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility, as well as their ability to resolve potential problems that arise during contract performance. Furthermore, offerors will be evaluated during their oral presentation response on their ability to distribute work between the prime and subcontractors in an effective and efficient manner that supports the SOW requirements.

Offerors may demonstrate their contract management ability to meet these requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

3. Offerors will be given a total of 45 minutes, to present their response to the Sample Work Assignment and 45 minutes to present their Contract Management Approach. Offerors shall be limited to no more than 50 briefing charts or slides during their oral presentation. The briefing charts should highlight information in the briefing, not provide a narrative of the briefing content. The offeror shall provide a copy of the briefing charts under the appropriate tab as an attachment to the technical proposal. Any substitution of power point slides and/or briefing charts will result in a score of a "2" rating for the evaluation factor. Offerors

are responsible for providing a person to control the power point presentation, if it will not be done by the presenter. The presenters may use name plates/tags to identify themselves if desired, and the name plates will not count against the 50 chart limit. Offerors will also be allowed to write on a flip chart during the presentation to illustrate their points. EPA will provide the flip chart, paper tablet, and black pen marker. All flip chart sheets and paper tablet sheets will be retained by EPA and used as reference materials during by the technical evaluation panel.

After the presentation of the Sample WA response and the Contract Management Approach, offerors will be given a twenty (20) minute break. Following the break, the offeror will be provided written pop quiz questions. Offerors will not be allowed to ask any questions of the Government or external resources regarding the pop quiz questions. Each offeror will have the same questions and all questions are weighed equally. Offerors can expect to receive five (5) pop quiz questions. The pop quiz questions will further test the offeror's ability to satisfy the requirements of the contract SOW, found in Attachment 1 of the RFP.

Offerors will be given forty-five (45) minutes to formulate a detailed response to the pop quiz questions. Each offeror will then be given a maximum of sixty (60) minutes to present their responses to each individual question. At the conclusion of the pop quiz presentation responses, there will be a ten (10) minute break, then the group will reconvene for a clarification period. At the conclusion of the oral presentation, the Government may request clarification of and elaboration on any points which are unclear or which were inadequately supported in the presentation. Any such interchange between the offeror and Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306. The Contracting Officer will conduct the clarification period.

The sample schedule below is intended to give offerors an idea of the schedule of activities that will take place during the oral presentations.

9:00 a.m. - 9:30 a.m.	- CO, TEP, and Offeror Introductions
9:30 a.m. - 10:15 a.m.	- Presentation of Sample WA
10:15a.m. -11:00 a.m.	- Presentation of Contract Management Approach
11:00 a.m.-11:20 a.m.	- BREAK TIME
11:20 a.m.-12:05 p.m.	- Pop Quiz Response Preparation
12:05 p.m.- 1:05 p.m.	- Pop Quiz Response Presentation to TEP
1:05 p.m.- 1:15 p.m.	- BREAK
1:15 p.m. -1:45 p.m.	- TEP Clarification Period

#### L.10 COST PROPOSAL INSTRUCTIONS

Offerors shall prepare their cost proposal in accordance with the instructions provided in Attachment 5 of this solicitation.

#### L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This new procurement is being processed as follows:

- (a) Type of set-aside: 8a Competed  
Percent of the set-aside: Total
- (b) 8(a) Program: Not Applicable

**L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR  
1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.16 CONFLICT OF INTEREST PLAN (LOCAL LC-09-04) (DEC 2001)**

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel, that could result from activities covered by the Statement of Work. The COI plan shall be incorporated into any resulting contract.

The COI plan shall be evaluated in accordance with the provision in Section M entitled, "EVALUATION OF CONFLICT OF INTEREST PLAN".

The Agency's minimum standards for Organizational Conflict of Interest Plans is posted to the Internet at  
<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

### **M.3 EVALUATION FACTORS FOR AWARD**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) The offeror's technical ability will be evaluated based on information provided in the written technical proposal and the oral presentation. Evaluation factors and significant sub-factors to determine quality of product or service include the following:

**FACTOR 1: TECHNICAL (45 points)**  
 Sub-factor (a): Technical Capability (Written Proposal) (20/45 points)  
 Sub-factor (b): Sample Work Assignment Response (Oral Presentation) (15/45 points)  
 Sub-factor (c): Pop- Quiz Response (Oral Presentation) (10/45 points)  
  
**FACTOR 2: KEY PERSONNEL (Written Proposal ) (20 points)**  
  
**FACTOR 3: CORPORATE EXPERIENCE (Written Proposal) (15 points)**  
  
**FACTOR 4: CONTRACT MANAGEMENT APPROACH (Oral Presentation) (15 points)**  
  
**FACTOR 5: PAST PERFORMANCE (Written Proposal) (5 points)**

Proposals will be evaluated using the following rating scheme:

0 = The factor is not addressed or is totally deficient and without merit.

1 = The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the Technical Advisory Panel (TEP) about the offeror's ability to perform the required work.

2 = Information related to the factors is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The TEP believes that there is question as to whether the offer would be able to perform satisfactorily.

3 = The response to the factor is adequate. Overall, it meets the specifications and requirements, such that the TEP believes that the offeror could perform to meet the Government's minimum requirements.

4 = The response to the factor is good with some superior features. Information provided is generally clear, and the approach is acceptable with the possibility of more than adequate performance.

5 = The response to the factor is superior in most features.

#### **Factor 1. TECHNICAL**

##### **Subfactor(a) Technical Capability (WRITTEN PROPOSAL) (20 points)**

The offeror shall demonstrate and present their technical knowledge with respect to the background information and task areas presented in the Statement of Work (SOW). More specifically, the offeror shall describe their strategic technical approach to address the tasks outlined in the SOW.

The offeror shall demonstrate their technical ability to review and analyze pertinent Presidential directives, other national level NSEP policies/plans,



directives, guidance, etc., to develop a synopsis of the actual and/or potentials impacts (direct or indirect) they pose to the Environmental Protection Agency.

The offeror shall demonstrate their ability to develop detailed reports related to the specific impacts the various directives and policies/plans identified in the SOW have on EPA. The offeror shall also demonstrate their ability to apply their technical knowledge to develop multiple implementation and mitigation strategies/recommended solutions to address the findings highlighted in their reports.

The offeror shall demonstrate their technical knowledge relative to their overall understanding of the duties related to program analysis, policy formulation and dissemination, supporting plan development and implementation; and to ensure the support activities required for the operations and readiness maintenance of the Agency's Emergency Operations Facility (EOF) and Emergency Relocation Site (ERS) are carried out at these locations respectively.

**Subfactor(b) Sample Work Assignment (WA) Response (ORAL PRESENTATION) (15 points)**

Offerors shall demonstrate their technical ability relevant to the SOW during an oral presentation of their comprehensive response to the Sample Work Assignment SOW provided as **Attachment 2** of this solicitation.

The offeror shall clearly present a description of the process they would use to respond to the required tasks in the Sample WA SOW, from issuance of the WA through completion.

Offerors will specifically be evaluated on the soundness of their technical approach and their understanding of any problems/issues associated with meeting the requirements of the sample work assignment SOW, and their ability to effectively mitigate those issues. Offerors will also be evaluated on the adequacy of their project staffing and management plans and the degree to which the proposed schedule is realistic and comprehensive based on the technical requirements set forth the sample WA SOW. Furthermore, offeror's will be evaluated on their creativity and ingenuity in addressing the tasks presented in the sample work assignment SOW in accordance with the requirements set forth in the contract level SOW. There will be no discussions held or revised proposals submitted with respect to this sub factor.

**Sub-Factor(c) Pop-Quiz Response (ORAL PRESENTATION) (10 points)**

The Government will evaluate the offeror's demonstrated technical ability by evaluating information provided by offerors during the pop quiz responses including how the offerors would approach the work in the Pop Quiz questions and handle/resolve any issues; thereby demonstrating knowledge of issues relating to the tasks listed in the PWS and any applicable regulations and statutes. Additionally, the Government will evaluate the soundness of the offeror's technical approach and understanding/handling of the problems associated with performing the task(s) necessary in the Pop Quiz Questions and achieve the desired outcomes/goals, and the offeror's

creativity and ingenuity in addressing the requirements of the Pop Quiz Questions. Each pop quiz response will be weighted equally. There will be no discussions held or revised proposals submitted with respect to this sub factor.

**FACTOR 2: KEY PERSONNEL (WRITTEN PROPOSAL) (20 points)**

Offerors shall provide resumes for those individuals which are considered key to the performance of this contract. The resume shall demonstrate the proposed team possesses the technical qualifications (i.e., the education and experience) necessary to successfully manage and perform the SOW. For each individual proposed as key personnel, the offeror will be evaluated on the percentage of time the person will be able to devote to this contract, and the level of Security Clearance each individual holds.

The proposed key personnel will be evaluated on the extent to which they possess the appropriate technical knowledge and expertise on the programs and issues described in the SOW, notably those duties relating to program analysis, policy formulation and dissemination, supporting plan development and implementation; and the support activities required for the operations and readiness maintenance of the Agency's Emergency Operations Facility (EOF) and Emergency Relocation Site (ERS) which are carried out at these locations respectively. In addition, they will be evaluated on their experience in relevant project management, their ability to conduct and manage all of the areas described in the SOW, and the ability to organize and manage contracts, government and/or commercial, (including subcontractors) similar to the effort in the request for proposals (RFP), as well as experience in resolving potential problems associated with a cost-plus-fixed-fee type of contract.

**FACTOR 3: CORPORATE EXPERIENCE (WRITTEN PROPOSAL) (15 points)**

*PLEASE NOTE: The Government will evaluate the Corporate Experience of the offeror as well as any proposed subcontractors and consultants.*

Offerors will be evaluated on their corporate experience in performing and managing work similar in scope, dollar value, and complexity to the requirements specified in the SOW. Offerors will also be evaluated on their experience with providing high quality products and services similar to those described in the SOW, based on immediate or short lead time tasking. In addition, the offerors will be evaluated on their experience in resolving problems similar in nature to the ones expected to occur in the performance of this requirement and as reflected in their previous experiences.

**FACTOR 4: CONTRACT MANAGEMENT APPROACH (ORAL PRESENTATION) (15 points)**

Offerors will be evaluated on their demonstrated ability to perform the tasks required in the SOW from a contract management perspective. During the oral presentation, offeror's shall address their contract management approach relative to the requirements in the SOW. Offerors may demonstrate their ability to meet these requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

Offerors will be evaluated on their approach to planning and organizing contract activities as presented in the SOW, including, but not limited to the management of subcontractors and the roles and responsibilities of key personnel. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility, as well as their ability to resolve potential problems arising during contract performance. Furthermore offerors will be evaluated during their oral presentation response on their ability to distribute work between the prime and subcontractors in an effective and efficient manner that supports the SOW.

**Factor 5. PAST PERFORMANCE (WRITTEN PROPOSAL) (5 points)**

Offerors will be evaluated based on information provided by their clients on their past performance under existing and prior contracts for similar products or services.

Past performance will be evaluated based on the past performance information presented in the offeror's proposal, information obtained through the past performance questionnaires, and information obtained by the Government through other sources. The Government will focus on information that demonstrates quality of performance relative to the size, complexity, and nature of the procurements similar to the procurement under consideration. References other than those identified by the offeror on the "Past Performance Questionnaires" may be contacted by the Government and used in the evaluation of the offeror's past performance.

The following items will be considered when evaluating the offeror's past performance:

- quality of products and services delivered;
- cost control;
- timeliness of performance; and
- business relations.

Feedback received from references will be compared to each other to note differences and similarities, and the past performance evaluation will be based on all information obtained. Negative responses will only be disclosed to an offeror if discussions are held. Under no circumstances will the individual names of responding references be disclosed.

Offerors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will not be evaluated either favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's past performance can be evaluated. If an offeror does not submit the required past performance information, and EPA becomes aware that the offeror does have relevant past performance history, the offeror may be deemed ineligible for award.

**M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LRT-09-07) (DEC 2001)**

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable at time of award will not be eligible for a contract award. The contractor's COI plan will be evaluated as part of the contractor's responsibility determination.

**M.5 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS (LOCAL LRT-09-08) (DEC 2001)****1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

**2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

**3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS****A. Corporate Structure**

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

**B. Searching and Identifying COI**

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

#### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

#### D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

#### F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

#### G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

#### H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 1

STATEMENT OF WORK

## Statement of Work

Analytical and Technical Services to Support  
the Environmental Protection Agency's  
National Security Emergency Preparedness Program (NSEP)

### I. BACKGROUND

The Environmental Protection Agency (EPA) Emergency Coordinator (EC) and Continuity Coordinator (CC), as delegated, plans, directs, and coordinates all matters relating to the Agency's National Security Emergency Preparedness (NSEP) program. These duties cover the formulation and dissemination of Agency policy in accordance with the provisions of Executive Order (EO) 12656, Homeland Security Presidential Directive (HSPD) 20, National Security Presidential Directive (NSPD) 51, Federal Continuity Directive (FCD) 1 and 2, National Communication System 3-10; and other directives and guidance relating to NSEP. The EC/CC oversees the development, coordination, dissemination, and implementation of supporting NSEP plans, including Continuity of Operations Plan (COOP); the selection, oversight and training of NSEP and COOP team members; and the selection, operations, and readiness maintenance of the Agency's Primary COOP facility specifically the Emergency Operations Facility (EOF) located in the Washington Greater Metropolitan Area, EPA Emergency Operations Center (EOC) at EPA's headquarters, and Emergency Relocation Site(s) (ERS).

The Director, Office of Emergency Management (OEM) also serves as the EPA EC and lead CC representative. The EPA EC/CC has overall responsibility for the NSEP and COOP programs, as well as the EOC, EOF, and ERS. The day-to-day oversight of the program is carried out by the EPA Project Officer (PO) and Work Assignment Manager(s) as assigned.

The program support activities required for those duties relating to program analysis, policy formulation and dissemination, and supporting plan development and implementation are carried out at the EPA headquarters in Washington, D.C. The support activities required for the operations and readiness maintenance of the Agency's EOF and ERS are carried out at these locations respectively.

### II. INTRODUCTION OF SCOPE OF WORK

#### 1. PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

EO 12656, HSPD 20, NSPD 51, FCD 1 & 2, and other NSEP related directives mandate that each Executive Branch Federal department and agency must develop and implement plans and programs to ensure the continuity of their critical missions and essential functions under all hazards conditions and situations associated with national security emergencies. National level policy and guidance are developed and issued by the White House, Executive Office of the President (EOP), Department of Homeland Security and the Federal Emergency Management Agency (FEMA) and National Security Council (NSC) and Homeland Security Council (HSC), as well as other equivalent national policy level offices on a periodic basis. In order for the EPA to implement these policies and guidance in a consistent manner without conflicting with other policy, regulations and laws, a thorough analysis



must be performed to identify the actual and potential impacts on the Agency's infrastructure, resources, and mission capabilities.

## 2. INTER-AGENCY NSEP PLANS ANALYSIS

EO 12656 assigns to the Federal Emergency Management Agency (FEMA) responsibility to "...Coordinate and support the initiation, development and implementation of national security emergency preparedness programs and plans among Federal departments and agencies;...(and)... Coordinate the development and implementation of plans for the operation and continuity of essential domestic emergency functions of the Federal Government during national security emergencies.... 6 In carrying out these missions, the FEMA has published numerous operations plans, preparedness circulars, and general guidance to be used by the other Federal departments and agencies (D/A) in developing their own NSEP and Continuity of Operations plans (COOP). Additionally many other department and agencies have developed and implemented their own NSEP and COOP; many of which may directly and/or indirectly impact on the EPA. All documents that are made available to the EPA must be thoroughly analyzed to identify the actual and potential impacts on the Agency's infrastructure, resources, and mission capabilities.

## 3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

Under the provisions of the National Response Framework (NRF), the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), and the Federal Radiological Emergency Response Plan (FRERP), the EPA has been assigned certain authorities and responsibilities as the Lead Federal Agency in responding to the catastrophic and environmental disasters covered by these three plans. The EPA EC serves as the Emergency Support Function #10 (ESF #10) National Chair and support representative to the Associate Administrator (AA) in the AA's role of liaison to the Domestic Readiness Group (DRG) representative under the NRP and the Co-Chairperson of the National Response Team under the NCP. To ensure EPA's NSEP program does not conflict with and/or contradict EPA's authorities and responsibilities under the NRF, NCP, FRERP, an NSEP analysis of these documents must be made. Additionally, there are numerous other EPA and non-NSEP emergency plans, policies, directives, and guidance, as well as other federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities. These must also be analyzed to identify actual and potential impacts on EPA's NSEP program. Any identified impacts, conflicts, contradictions, etc. must then be reconciled through revisions to the appropriate policies, directives, plans, etc.

## 4. NSEP PROGRAM SUPPORT

Tasks will include support of EPA's Emergency Preparedness Advisory Committee (EPAC). The required technical support shall include review of messages, cables, and other official classified and unclassified correspondence to identify emergency/crisis information contained therein; and prepare technical responses to questions and issues identified by the EPA PO by researching these questions and issues, performing any limited analysis required, administrative/logistical committee access/coordination and responding with the requested information (e.g. alternatives, recommendations, plans, etc.)

## 5. NSEP EMERGENCY OPERATIONS

During a national security emergency, the EPA EC/CC is responsible for managing the Agency's NSEP teams' notification, activation, and deployment; ensuring that the teams have the equipment/systems (working with IT team) and staff support necessary to carry out their assigned missions; and coordinating the operations of these teams at their deployed location(s).

## 6. EPA NSEP AND COOP STRATEGY AND GUIDANCE DEVELOPMENT

The EPA EC/CC is responsible for the oversight and coordination of the Agency's NSEP and COOP implementation program. This includes the development and dissemination of policy and planning guidance, within the EPA concerning the NSEP and COOP programs and coordinating their implementation throughout the Agency.

## 7. CONTINUITY OF OPERATIONS PLANNING

Based on national level guidance and EPA implementing policy and guidance, the EPA must have a viable COOP program ensuring its ability to carry out its critical essential functions under all hazards emergency conditions; i.e. environmental emergencies, natural disasters, terrorist attacks, nuclear/biological/chemical emergencies, etc.. The EPA COOP must address the continuity of operations throughout the Agency (i.e. headquarters, regions, laboratories, etc.), continuity of coordination with the White House and other Federal D/A, and continuity of coordination with state and local emergency and environmental offices and organizations as appropriate.

## 8. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

EPA policies, plans, procedures, and systems supporting NSEP and COOP activities must be exercised frequently to ensure the existence of an adequate capability to respond to emergencies. Additionally, EPA must be a player in national level exercises, especially those sponsored by FEMA and the White House, as well as selected exercises and training sponsored by other D/A. This involves the identification of exercises, scenario development and Master Scenario Events List (MSEL) preparation, development and preparation of MSEL implementation instructions (MSEL Implementers), Control Staff Instructions (COSINS), Pre- and Post-Exercise Briefings, Exercise Plans (EXPLANS), and Evaluation Plans (EVALPLANS), Exercise After-Action Reports, and Critique Reports. EPA personnel will participate in exercises as Players and as members of the Exercise Control Staff or Director's Staff to collect and evaluate data and to help ensure exercise continuity. Post exercise activities include "hot washes", after action reports; post exercise player and controller meetings, and other similar actions which help with the identification and tracking of "lessons learned".

## 9. EMERGENCY OPERATIONS FACILITY (EOF) AND MAINTENANCE

The EPA has facilities designated for emergency operations at locations for which the EPA EC/CC has overall management and operational responsibility. The site designated as the ECF for EPA headquarters is currently a government owned, contractor maintained facility. The facility is

maintained in an "operational readiness status" and is capable of attaining "full operational status" in a short period of time and sustaining a headquarters crisis management team for extended periods of time under emergency conditions such as an Agency COOP deployment. This requires extensive administrative, logistical, and operational planning; an aggressive operational training/exercise program (for both personnel and systems); and a comprehensive system and equipment maintenance program. Contractor personnel participate in monthly operational telecommunications exercises with other D/A and all unsecure and secure communications equipment and classified IT systems undergo operational testing on a daily or weekly basis. Additionally, the facility provides the operational management of the Agency's "secure (STU-III and STE) telecommunications system" and manages the associated National Security Agency (NSA) approved Communications Security (COMSEC) account for the agency. Contractor personnel will also manage new equipment as identified and installed per the new National Communication System 3-10 directives.

#### 10. EPA HQ EOC OPERATIONS AND SUPPORT

The EPA has facilities designated for emergency operations at locations for which the EPA Emergency Coordinator has overall management and operational responsibility. The site designated as the EOC is currently government owned and located in the Federal Triangle Complex in the Ariel Rios building. It is operated by the EPA EOC Team Leader and National Security Information Manager, with contractor-provided technical support for operations and maintenance of facility. The facility is maintained in an "operational readiness status" and is capable of attaining "full operational status" in a short period of time and sustaining a headquarters Emergency Operations Team for extended periods of time under national security emergency conditions. Contractor team currently maintains communications equipment installed as part of National Communication System 3-10. The IT components are managed by other entities with contractor serving as a liaison for login access procedures assistance for EPA employees. The contractor also maintains a list of essential personnel and EOC personnel access and coordinates with other EPA offices as appropriate.

#### III. TASKS

**PLEASE NOTE:** The Contractor shall submit all analyses, plans, recommendations reports and training materials required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from Contractor-provided technical support under this contract and the final technical support under this contract and the final decision on all contractor-provided recommendations. The Contractor shall not publish or otherwise distribute or discuss any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the Contractor shall explain rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; detail the methods and considerations upon which the recommendations are based. The Contractor shall not provide any legal service to EPA under the Contract.

## 1. PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

The contractor shall analyze pertinent Presidential directives and other national level NSEP policies, directives, and guidance for the purpose of identifying actual and potential impacts on the EPA. The documents to be reviewed and analyzed will be provided to the contractor when they are issued to the EPA. Historically an average of three to four national level NSEP documents have been issued each year which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 1.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze EOs, National Security Presidential Directives (NSPD), Homeland Security Presidential Directives (HSPD), Presidential Emergency Action Documents (PEAD), Presidential Decision Directives (POD), White House memorandum/directives, and other NSEP related correspondence (both classified and unclassified) and develop a synopsis of all items relating to and/or impacting (directly and indirectly) the EPA.

Sub-Task 1.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, develop detailed reports pertaining to the specific impacts on the EPA and including a minimum of two options addressing implementation by the Agency and/or mitigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

## 2. INTER-AGENCY NSEP PLANS ANALYSIS

The contractor shall analyze FEMA developed NSEP Inter-Agency policies, directives, and guidance as well as other Federal D/A NSEP and COOP for the purpose of identifying actual and potential impacts on and/or planning benefits to the EPA. The documents to be reviewed and analyzed will be provided to the contractor as they are issued to the EPA. Historically an average of three to four NSEP documents have been issued each year by FEMA which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 2.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze FEMA developed plans, policies, and guidance (both classified and unclassified) relating to NSEP and COOP and develop a synopsis of all items relating to and/or impacting (directly and indirectly) the EPA.

Sub-Task 2.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, provide detailed reports pertaining to the specific impacts and/or planning benefits to the EPA and recommend at least two options addressing implementation by the Agency and/or mitigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

## 3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

The contractor shall analyze EPA non-NSEP emergency plans, policies, directives, and guidance as well as other Federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities for the purpose of identifying actual and potential impacts (as defined by the criteria and technical guidance provided by the EPA PO) on EPA's NSEP program. The documents to be reviewed and analyzed will be provided to the contractor as they are received by EPA. Historically an average of two or three non-NSEP emergency plans have been issued / revised each year which would require review and analysis. Specific Sub-tasks the contractor shall perform are:

Sub-Task 3.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze the FRP, the NCP, and the FRERP and develop a synopsis of all items relating to and/or impacting (directly and indirectly) EPA's NSEP program.

Sub-Task 3.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, prepare detailed reports pertaining to the specific impacts on EPA's NSEP program and including at least two possible options addressing each impact identified. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

#### 4. NSEP PROGRAM SUPPORT

Tasks will include technical support of EPA's Emergency Preparedness Advisory Committee (EPAC).

Sub-Task 4.1: Undertake short-term special studies, conduct reviews and analysis of various directives, plans, memoranda, messages, cables, and other similar correspondence, related to EPA's NSEP, COOP, and anti-Terrorist programs;

Sub-Task 4.2: Attend meetings for the purpose of providing technical support in the identification of key issues arising from each meeting, analyzing key issues, identification of alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

#### 5. NSEP EMERGENCY OPERATIONS

The contractor shall provide specialized technical support to deploy EPA NSEP teams during national security emergencies; attendance at meetings for the purpose of identifying key issues arising from each meeting, analysis of key issues including identification of proposed alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

Sub-Task 5.1: The contractor will be required to deploy to a to be determined location within twelve (12) hours of receipt of the activation notification to provide technical support.

## 6. EPA NSEP AND COOP STRATEGY AND GUIDANCE TECHNICAL SUPPORT

The contractor shall provide technical support to EPA in the development of internal EPA policies, directives, guidance and strategic direction pertaining to NSEP and COOP program planning and implementation within the EPA. All contractor recommended policies, directives, and guidance developed under this task shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 6.1: Provide draft recommendations to EPA policies and directives implementing the NSEP program within the EPA for critical review, decision-making and approval by the EPA PO.

## 7. CONTINUITY OF OPERATIONS (COOP) PLANNING

The contractor shall provide technical support to EPA in the updating and implementation of the EPA COOP plan for headquarters and development of a method of ensuring a uniform capability exists amongst headquarters, regions, and field elements components. Specific sub-tasks the contractor shall perform are:

Sub-Task 7.1: Update the Multi-Year Strategy Planning document. All documents shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 7.2: Provide a concept paper for ensuring a uniform capability exists amongst the headquarters, regions, and field elements components. All documents shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 7.3: Based on criteria and technical guidance provided by the EPA PO, the contractor will periodically update the Continuity of Governance plan as an annex to the EPA Agency COOP plan.

Sub-Task 7.4: Based on criteria and technical guidance provided by the EPA PO, the contractor shall provide liaison and coordination support in the improvements to the operational support area in the Greater Washington Metropolitan Area. .

Sub-Task 7.5: Based on criteria and technical guidance provided by the EPA PO, the contractor shall attend meetings in Washington D.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly basis.

Sub-Task 7.6: Based on criteria and technical guidance provided by the EPA PO, the contractor shall assist in the monthly or quarterly maintenance of the headquarters COOP essential personnel list including the automated notification functions (to include all hazards tiers/listings.) Contractor will abide by Privacy Act regulations and rules.

Sub-Task 7.7: Based on criteria and technical guidance provided by the EPA PO, the contractor shall attend meetings in Washington D.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly basis.

Sub-Task 7.8: Based on criteria and technical guidance provided by the EPA PO, the contractor shall also provide technical expertise in the development of AAShip COOP plans, specific to OSWER, (to include all-hazards development). Plans are review annually or bi-annually depending on recent events.

#### 8. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

The contractor shall provide support to NSEP and COOP training to be incorporated into the Office of Solid Waste and Emergency Response (OSWER)/OEM training program for the Agency. The contractor shall provide support for the exercise documentation as delineated in the sub-tasks listed below and deploy exercise controllers and data collector support personnel to field sites as dictated by the exercise scenario. Specific sub-tasks the contractor shall perform are:

Sub-Task 8.1: Based on criteria and technical guidance provided by the EPA PO for each external NSEP exercise in which EPA is a player, provide minimum of two (2) and a maximum of six (6) MSEL Items and the associated Implementers appropriate to the overall scenario and in accordance with EPA's goals and objectives for the exercise. For each internal EPA NSEP exercise develop a minimum of two (2) and a maximum of ten (10) MSEL Items and the associated Implementers for each headquarters program office and EPA region participating (as a player) in the exercise. MSEL Items and associated Implementers shall reflect actual potential events/incidents appropriate to the level of exercise play and overall scenario and be in accordance with the overall exercise goals and objectives. External exercises are anticipated once annually. Also contractor must be able to operate new DHS NxMSEL system to input and execute MSELs during exercise play.

Sub-Task 8.2: Based on criteria and technical guidance provided by the EPA PO for each NSEP or COOP exercise in which EPA organizational elements or personnel participate, prepare a draft report to include, as a minimum, a synopsis of EPA level of play; overall exercise goals and objectives and, if different, EPA's exercise goals and objectives; identification of issues raised and planning/preparedness shortfalls observed by EPA participants; a proposed list of immediate, near-term, mid-term, and long-term actions addressing the issues/shortfalls; and a list of all EPA participants with work phone, FAX, and mailing address.

Sub-Task 8.3: The contractor shall provide controllers, observers, and data collectors at headquarters and field locations as dictated by the exercise scenario, to maintain exercise flow and participant involvement, and document appropriate lessons learned.

Sub-Task 8.4: The contractor shall maintain and implement the COOP Training Plan.

#### 9. NSEP Core COOP Program Evaluation

The contractor shall provide support to NSEP/COOP program by updating yearly Core COOP requirements document and providing analysis of COOP Programs by HQ's Plan (including AAShips plans) and Regional plus two major labs plans (Cincinnati and RTP.)

Sub-Task 9.1: Based on criteria and technical guidance provided by the EPA PO, the contractor shall maintain and update the Core COOP evaluation elements as COOP program elements change. Also, the contractor shall review each EPA program (Regions and 2 major labs) to validate viable plans and consistency of plans.

Sub-Task 9.2: Based on criteria and technical guidance provided by EPA PO, the contractor shall review all COOP plans, provide quick analysis and send one representative to each EPA Regions, 2 major labs (Cincinnati and RTP) plus HQAs components to conduct an overview of COOP program against the Core COOP evaluation elements/criteria on a yearly or bi-yearly basis.

Sub-Task 9.3: Based on criteria and technical guidance provided by EPA PO, the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and provide analysis of compatibility and differences. The contractor shall also attend FEMA meetings and training on FEMA evaluation systems to maintain EPA portion of FEMA database.

#### 10. EOF OPERATIONS AND-MAINTENANCE

The contractor shall provide on-site personnel to operate and provide for the daily management of the EPA owned EOF to:

- a. ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); including adherence to all National Security Information protocols for secure areas.
- b. ensure the facility is capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;
- c. conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system to ensure a constant state of operational readiness and manage the associated NSA approved COMSEC account; and
- d. maintain facility SOP addressing the above areas of responsibility.
- e. maintain equipment (secure/non-secure) as part of the NCS 3-10 requirements
- f. maintain communication cars (GETS/WPS) as part of the NCS 3-10 requirements
- g. maintain list of AAship NSI personnel/room accreditations

Details of the criteria to be met for "constant state of operational readiness", "full operational capability", the size and makeup of a "full headquarters crisis management team", "extended operational periods under emergency conditions", and the specific EOF location and current capabilities are available under separate classified cover (to be provided via a technical directive through the EPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from 8:00am to 4:30pm (EST) and during emergencies and exercises as specified in subtask 10.2. Specific Sub-tasks the contractor shall perform are:

Sub-Task 10.1: Provide on-site personnel to:  
Operate and provide for the daily management of the EPA owned EOF to



ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness and capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;

Provide orientation training and briefings to headquarters crisis management team members; NSEP Program Office staff, and authorized official visitors pertaining to the EOF's capabilities, operational readiness status, and activation procedures (historical average one orientation annually);

Operate all equipment daily and perform weekly operational tests on all systems;

Perform the manufacturer prescribed operator level preventive and corrective maintenance on all designated equipment and systems;

Sub-Task 10.2: Provide personnel to man and operate the EOF and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in Sub-Task 10.1 above for the following situations:

a. Extended Daily Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day and week (Federal work days) but less than a full 24 hours and is expected to last less than 30 days. This situation may require that a second work shift be established and that personnel work weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

b. Emergency Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day up to a full 24 hours with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.

Sub-Task 10.3: Full time contractor personnel assigned to this task may be required to participate in emergency operations, exercises, and/or training conducted at the EPA headquarters EOC in Washington, D.C. and/or other emergency operating sites. Specific dates, times, and location(s) of such operations, exercises, and training will be provided by the EPA PO.

Sub-Task 10.4: Maintain EPA approved SOPs for operations under all conditions addressing, Administration, Logistics, Security, Personnel, Operations, Emergency Notification, and Activation. All changes to SOPs shall be reviewed and approved for implementation and use by the EPA PO.

Sub-Task 10.5: Administer an NSA approved COMSEC account for the receipt, control, and subsequent destruction/turn-in of classified material, COMSEC

equipment, and associated keying material with national security classifications of up to and including TS/SCI.

Sub-Task 10.6: Maintain the EPA secure (STU-III and STE) telecommunications system in a constant state of operational readiness and coordinate the distribution, maintenance, and turn-in of STU-III and STE equipment.

#### 11. EPA HQ EOC OPERATIONS AND SUPPORT

The EOC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 6:00pm (EST) and during emergencies and exercises as specified in subtask 11.4. The contractor shall provide on-site personnel to support operations and daily management of the EPA owned EOC to:

- a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair or service maintenance, notify EOC Team Leader and PO.,
- b. ensure the facility is capable of attaining full operational capability and support of a full headquarters Emergency Operations Team for extended operational periods under national security emergency conditions; including adherence to all National Security Information protocols for secure areas.
- c. maintain facility SOP addressing the above areas of responsibility (to be provided via a TDD through the PO).
- d. maintain AAship NSI personnel and room accreditations list
- e. maintain NCS 3-10 GETS/WPS communications list

Sub-Task 11.1: Provide on-site personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4 below to:

- a. Support the operations and daily management of the EPA EOC to ensure the facility and all associated equipment are maintained in a constant state of operational readiness and capable of supporting a full headquarters Emergency Operations Team for extended periods of time under national security emergency conditions.
- b. Perform daily, weekly and monthly operational tests of all systems in accordance with the EOC SOP, including operational tests with the EPA EOF and other emergency operation center sites.
- c. Perform the manufacturer prescribed operator level prevention and corrective maintenance on all equipment and systems excluding desktop computer systems;
- d. Implement and maintain approved SOPs for operations under all conditions addressing Administration, Logistics, Security, Personnel, Operations, Emergency Notification and Activation.
- e. Maintain list of AAship National Security Information (NSI) personnel and room accreditations
- f. Maintain NCS 3-10 GETS/WPS list and process requests per NCS policy.

g. As directed by technical directive, provide orientation training and briefings to headquarters Emergency Operations Team members, NSEP Program Office staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness status, and activation procedures.

#### Sub-Task 11.2. Security of Facility

a. The contractor shall serve as the Alternate Facility Security Officer for the EOC and shall be responsible for the following:

1. support in providing for the overall physical security of the EOC and the SAF and SCIF; per National Security Information protocols
2. provide at least one person possessing a TS/SCI clearance; EOC access and visitor control;
3. daily security check;
4. opening and closing of the SAF and SCIF;
5. maintaining and revising the facility security plan;
6. management of the STU-III and STE phones assigned to the EOC
7. management of a classified document control system for the NSEP program office and the EOC per ISOO, EPA NSI and EPA EOC SAF/SCIF SOPs.

#### Sub-Task 11.3. Document Review

Conduct daily review of all classified and unclassified communications (i.e. messages, cables, faxes, e-mail, etc.) received by the EOC, and distribute in accordance with appropriate guidance and EOC SOPs.

#### Sub-Task 11.4. Emergency Operations

Provide on-site personnel to support the EOC operations extended operational periods during national security emergencies and exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months including weekends and Federal holidays. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in SubTasks 11.1, 11.2, and 11.3 above for the following situations:

a. Extended Daily Operations. Operations are extended beyond the normal (7:00am - 5:30pm) duty day, but less than a full 24 hours, and is expected to last less than seven days. This situation may require that a second work shift be established. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

b. Emergency Operations. Operations are extended beyond the normal (7:00 am - 5:30pm) duty day, up to a full 24 hours, with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.

#### IV. CONTRACTOR PERSONNEL REQUIREMENTS (SECURITY)

The scope of the work includes the handling of classified documents, reference materials and deliverables. Due to this requirement, all contractor personnel, at a minimum, must have a current Top Secret (TS)

Security Clearance and meet the requirements to be granted SCI access. All contractor personnel must be American citizens.

All tasks under this contract will be performed on-site at the EPA Headquarters in Washington, D.C., with the exception of the EOF operations and maintenance which will be performed on-site at the EOF which is within the Greater Washington Metropolitan Area. Contractor personnel shall wear identification badges or other identifier which indicates the personnel are employed by a contractor and are not EPA employees. Further, voice mail boxes, e-mail, and other appropriate documents will identify contractor status.

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

**Attachment to Work Statement  
Agency Personal Verification Procedures  
for Contractor Personnel  
October 2006**

**Background:** Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued

by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

**a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)**

**Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months:** All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement AAgency Personal Verification Procedures for Contractor Personnel, the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>) .At least one document shall be a valid State or Federal Government-issued picture identification.

**Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months:** These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

**Foreign National Contractor Employees:** To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the Continuation Space@ on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- 
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee=s eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual=s country of origin. These considerations are in addition to the Ared flag@ issues listed below.

**Screening of the SF 85P:** Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);

- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- 
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

**b) Returning Badges**

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

**c) Subcontracts**

These requirements must be incorporated into all subcontracts wherein employees= work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

**d) Appeals**

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency  
Personnel Security Branch (Mail Code 3206M)  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

PSB=s decision on behalf of the Agency will be final and not subject to further appeal.

**e) Definitions**

- EPA Information Systems means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- EPA Controlled Facilities@ means:
- EPA or Federally-owned buildings or leased space, whether for single or



multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;

- EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;  
.. Government-owned contractor-operated facilities, including laboratories;

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.

- Foreign National@ means an individual who is not a United States citizen.

ATTACHMENT 2

SAMPLE WORK ASSIGNMENT

**EOC and EOF Operations and Maintenance &  
Analytical and Technical Assistance Support for  
EPA's National Security Emergency Preparedness Program  
Sample Work Assignment No. 01**

**Background**

The Director of the Office of Emergency Management (OEM) serves as the EPA Emergency Coordinator (EC) as delegated per the Presidential Directive 67. The EPA EC has overall responsibility for the Agency's Emergency Operations Center (EOC) located in EPA HQ's, Emergency Operations Facilities (EOF) located at the EPA's Continuity of Operations primary and alternate locations, and the Emergency Relocation Site(s) (ERS). The program support activities required for those duties relating to program analysis, policy formulation, dissemination, supporting plan development and implementation are carried out at the EPA headquarters in Washington, D.C. The support activities required for the operations and readiness maintenance of the Agency's EOF and ERS are carried out at these locations respectively.

The EC is also responsible for planning, directing, and coordinating all matters relating to the Agency's National Security Emergency Preparedness (NSEP) Program. These duties cover the formulation and dissemination of Agency policy in accordance with the provisions of Executive Order (EO) 12656, Federal Preparedness Circulars (FPC); and other directives and guidance relating to NSEP;

**Work Assignment Task Descriptions**

The offeror shall prepare an oral presentation that includes a detailed description of their technical approach to satisfy the tasks outlined below, in accordance with Section L clause entitled "Technical Proposal Instructions", Section III Oral Presentations to the Government.

**EOF Operations and Maintenance**

**Introduction**

Site designated as EOFs for EPA Headquarters are currently a Government owned; contractor maintained facility located on an EPA installation. The facility is maintained in an operational readiness status and is capable of attaining full operational status in a short period of time and sustaining a Headquarters crisis management team for extended periods of time under emergency conditions. This requires extensive administrative, logistical, and operational planning; an aggressive operational training/exercise program (for both personnel and systems); and a comprehensive system and equipment maintenance program. Contractor personnel are

required to participate in monthly operational telecommunications exercises with other D/A and all equipment and systems undergo operational testing on a daily or weekly basis. Additionally, the facility provides the operational management of the Agency's secure (STU III and STE) telecommunications system STE) telecommunications system and manages the associated National Security Agency (NSA) approved Communications Security (COMSEC) account for the agency.

### **Scope**

**Task 1: The contractor shall provide on-site personnel to operate and provide for the daily management of the EPA owned Emergency Operations Facility.**

For the oral presentation, at a minimum, offerors shall discuss your technical approach for accomplishing the following activities:

- a. Ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness.
- b. Ensure the facility is capable of achieving full operational functionality and supporting a full Headquarters crisis management team for extended operational periods under emergency conditions;
- c. Conduct operational testing and coordinate the maintenance of the EPA secure (STU III and STE) telecommunications system to ensure a constant state of operational readiness, and manage the associated NSA approved COMSEC account; and
- d. Maintain EOF facility SOP to address the above areas of responsibility.

**Task 2: The EOF shall be manned by at least one contractor personnel on all Federal work days from 8:00am to 4:30pm (EST) and by two or more contractor personnel during emergencies and exercises as specified in Sub-task 2.2. The specific sub-tasks the contractor shall perform are:**

**Sub-Task 2.1** The Contractor shall maintain certification requirements as mandated by NSA for COMSEC manager accreditation. As NSA issues new guidance and/or secure equipment, the contractor shall obtain necessary training to help EPA implement the COMSEC program.

**During the oral presentation, offerors shall describe how their company will maintain certification requirements and implement the COMSEC program as described in the section above.**

Sub-Task 2.2. The contractor shall maintain the redundant communication infrastructure programs such as the Government Emergency Telephone Service (GETS) and the Wireless Priority Service. These programs allow the designated EPA COOP essential employees to use calling procedures to make critical emergency calls during national emergency security conditions.

**During the oral presentation, offerors shall discuss their technical approach of how your company will maintain and utilize the redundant communication infrastructure, and the procedures required to implement communicating critical emergency calls.**

Sub-Task 2.3 Provide on-site personnel on all Federal work days from 7:00am to 6:00pm (EST) and during emergencies and exercises as specified below:

**During the oral presentation, offerors shall describe how your company intends to achieve the following:**

- a. Support the operations and daily management (specific to NSEP operations) of the EPA EOC to ensure the facility and all associated equipment are maintained in a constant state of operational readiness and capable of supporting a full Headquarters Emergency Operations Team for extended periods of time under national security emergency conditions.
- b. Perform daily, weekly and monthly operational tests of all systems (specific to NSEP operations), including operational tests with the EPA EOF and other emergency operation center sites.
- c. Perform the manufacturer prescribed operator level prevention and corrective maintenance on all equipment and systems pertaining to NSEP operations as specified by procedures issues by the EOC manager;
- d. Implement and maintain approved SOPs for operations under all conditions addressing Administration, Logistics, Security, Personnel, Operations, Emergency Notification and Activation; and
- e. Provide orientation training and briefings to Headquarters Emergency Operations Team members, NSEP Program Office staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness status, and activation procedures.

**TASK 3: Security of Facility**

**The contractor shall serve as the Alternate Facility Security Officer for the EOC.**

**During the oral presentation, offerors shall describe how they will manage the following activities:**

- a. Support in providing for the overall physical security of the EOC and the Top Secret and SCI work area ;
- b. EOC access and visitor control;
- c. Daily security checks;
- d. Opening and closing of the Top Secret and SCI area;
- e. Opening and revising the facility security plan;
- f. Management of the STU-III/STE phones assigned to the EOC; and
- g. Management of a classified document control system for the NSEP program office the EOC.

#### **Task 4 : NSEP Plans**

##### **Security Requirements**

Due to the classified handling requirements of deliverables, and restricted access to required reference documents, all contractors working in support this task under this work assignment must have a Top Secret and/or TS-SCI based upon supporting tasks.

**During the oral presentation, offerors shall describe how they will ensure the proper clearance levels for personnel working in support of this task.**

##### Sub-task 4.1. - Continuity of Operations Plan (COOP)

The contractor shall provide technical support to the EPA in the implementation and updating of the Continuity of Operations (COOP) Program including specific annexes for biological born illnesses (i.e. Pandemic Influenza) for the EPA Headquarters, Regions, and other EPA field elements. This support shall include updating COOP Plans and multi-year strategies for COOP. The contractor is also required to assist with drafting EPA policies and directives that implement the NSEP and COOP programs. All documents shall be reviewed and approved by the EPA Work Assignment prior to implementation and use. Additionally, the contractor will prepare and maintain a Corrective Action Plan addressing COOP issues and shortcomings.

The contractor shall update and revise current COOP plan, once a year/annual basis, to meet new requirements from the White House and FEMA.

**During the oral presentation, the offeror shall discuss how they will coordinate with EPA to assist the Agency with accomplishing the tasks above.**

ATTACHMENT 3

CLIENT AUTHORIZATION LETTER



Re: Client Authorization Letter  
[Addressee]

Dear (Client's name):

We are currently responding to the Environmental Protection Agency, RFP# PR-HQ-07-13764 for the "National Security Emergency and Preparedness Program" requirement. The EPA is placing increased emphasis in their acquisitions on past performance as an evaluation factor. Accordingly, we formally request that you complete the attached performance evaluation for our firm.

The EPA requests that each offeror send past performance questionnaires to its customers and once completed, forward back to the EPA contracting officer. To evaluate us for this requirement, please copy the form onto your company's letterhead, complete and sign it, and send it so that your response is received no later than \_\_\_\_\_. Submissions options are listed below.

US Mail	Courier	Email	Facsimile
US Environmental Protection Agency Attn: Ron Bell, 1200 Pennsylvania Avenue, NW Mail Code: 3805R Washington, DC 20460	US Environmental Protection Agency Attn: Ron Bell, 1300 Pennsylvania Avenue, NW Room #: 61161 Washington, DC 20004	bell.ron@epa.gov	(202) 565-2558

Additionally, EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information. If you are contacted by EPA personnel for information on work we have performed for your organization, you are hereby authorized to respond to the EPA's inquiries. Your cooperation is appreciated. Please direct any questions to

\_\_\_\_\_  
(offeror's point-of-contact)

Sincerely,

Attachment:  
Past Performance Questionnaire

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE*****SOURCE SELECTION SENSITIVE INFORMATION***

Name of company being evaluated: \_\_\_\_\_

**Reference Information (supplied by offeror)**

Name of reference: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Period of Performance: \_\_\_\_\_

The ratings below are supplied by the reference identified above, NOT the offeror.

Performance Elements	Unsatisfactory 0	Poor 1	Fair 2	Good 3	Excellent 4	Outstanding 5
1. Quality of Product or Service						
2. Cost Control						
3. Timeliness of Performance						
4. Business Relations						

5. Remarks on outstanding performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

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## 6. Remarks on unsatisfactory performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

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## 7. Please identify any corporate affiliations with the offeror.

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## 8. Other comments that you wish to make:

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9. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

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## 10. Questionnaire completed by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address (Street and P.O. Box): \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

## PAST PERFORMANCE QUESTIONNAIRE

### Ratings and Performance Categories

The offeror shall be evaluated based on the following ratings and performance categories:

Ratings:

- 0 = unsatisfactory
- 1 = poor
- 2 = fair
- 3 = good
- 4 = excellent
- 5 = outstanding

### Quality of Product or Service

**Unsatisfactory:** Non-conformances are jeopardizing the achievement of contract requirements, despite use of client resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.

**Poor:** Overall compliance requires significant client resources to ensure achievement of contract requirements.

**Fair:** Overall compliance requires minor client resources to ensure achievement of contract requirements.

**Good:** There are no, or very minimal, quality problems, and the offeror has met the contract requirements.

**Excellent:** There are no quality issues, and the offeror has substantially exceeded the contract performance requirements without commensurate additional costs to the client.

**Outstanding:** The offeror has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where offeror performance clearly exceeds the performance levels described as "Excellent".

### Cost Control

**Unsatisfactory:** Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of client resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.

**Poor:** Ability to manage cost issues requires significant client resources to ensure achievement of contract requirements.

**Fair:** Ability to control cost issues requires minor client resources to ensure achievement of contract requirements.

**Good:** There are no, or very minimal, cost management issues and the offeror has met the contract requirements.

**Excellent:** There are no cost management issues and the offeror has exceeded the contract requirements, achieving cost savings to the client.

**Outstanding:** The offeror has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the offeror achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

### **Timeliness of Performance**

**Unsatisfactory:** Delays are jeopardizing the achievement of contract requirements, despite use of client resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.

**Poor:** Delays require significant client resources to ensure achievement of contract requirements.

**Fair:** Delays require minor client resources to ensure achievement of contract requirements.

**Good:** There are no, or minimal, delays that impact achievement of contract requirements.

**Excellent:** There are no delays and the offeror has exceeded the agreed upon time schedule.

**Outstanding:** The offeror has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where offeror performance clearly exceeds the performance levels described as "Excellent".

### **Business Relations**

**Unsatisfactory:** Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.

**Poor:** Response to inquiries and/or technical, service, administrative issues is marginally effective.

**Fair:** Response to inquiries and/or technical, service, administrative issues is somewhat effective.

**Good:** Response to inquiries and/or technical, service, administrative issues is consistently effective.

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds client expectation.

**Outstanding:** The offeror has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where offeror performance clearly exceeds the performance levels described as "Excellent".

ATTACHMENT 5

COST PROPOSAL INSTRUCTIONS



COST PROPOSAL INSTRUCTIONS -National Security Emergency Preparedness Program (NSEP)

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical proposal.

The cost proposal preparation instructions in this attachment are to be used to prepare your cost proposal to support the technical proposal submitted in response to the National Security Emergency Preparedness Program Solicitation. Your cost proposal shall be specific and sufficient in detail in order that a reviewer of the information would require a minimum of exchanges with the preparer of the information. The cost proposal is to be submitted as a separate document from the technical proposal. NO COST INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL.

I. General Information

The offeror shall provide the following information (Items 1-7) on the cover page of the cost proposal:

1. Solicitation Number PR-HQ-07-13764.
2. Name and address of offeror.
3. Name, telephone number and e-mail address of point of contact.
4. Proposed Cost and Fee for the Basic quantities of all LOE in basic and option years
5. The following statement:

"This proposal is submitted in response to the solicitation PR-HQ-07-13764. By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative of the contracting officer the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted."

6. Date of Submission.
7. Name, title and signature of authorized representative.

II. COST INFORMATION

**IMPORTANT:** IN ADDITION TO A HARDCOPY, offerors shall submit their price/cost proposals on compact disk (CDs) for use in Microsoft Excel. The agency utilizes these disks during the review of proposed costs or prices for such things as math checks and the use of correct escalation and conversion factors and other evaluation procedures. It is imperative that the submitted disks include all formulas and factors used to compute the proposed cost or price. As with all proposal information the agency evaluates, the HARDCOPY will be considered the "official" proposal.

Proposals shall be numbered "1 of 4, 2 of 4, etc" on the front cover of the proposal. All pages in the cost proposal shall be numbered and an index with appropriate page reference should be included. A complete narrative explanation of regarding the basis of each cost element should also be included.

Offerors shall submit cost proposals that include a cost summary for all contract years which includes all periods and all hours. Summary costs are to be clearly identified separately in your cost proposals. Summary cost and should immediately follow the cover sheet information requested in Section I above. Offerors shall submit the following cost information as part of the cost proposal:

- A. A Total Contract Summary Proposal including:
  - Total Contract Base Quantities Sheet for all periods.
  - Total Contract Optional Quantities Sheet for all periods.
  - Total Contract Sheet (addition of above); Total Base Quantities for all periods + Total Optional Quantities for all periods.
- B. A Total Base Period Summary Proposal including
  - Base Period Base Quantities Sheet
  - Base Period Total Optional Quantities Sheet
  - Base Period Base Quantities + Total Optional Quantities Sheet
- C. A Total Option Period 1 Summary Proposal including:
  - Option Period 1 Base Quantity Sheet
  - Option Period 1 Total Option Quantities Sheet
  - Option Period 1 Base Quantity + Total Optional Quantities Sheet
- D. A Total Option Period 2 Summary Proposal including:
  - Option Period 2 Base Quantity Sheet
  - Option Period 2 Total Optional Quantities Sheet
  - Option Period 2 Base Quantity + Total Optional Quantities Sheet
- E. A Total Option Period 3 Summary Proposal including:
  - Option Period 3 Base Quantity Sheet
  - Option Period 3 Total Optional Quantities Sheet
  - Option Period 3 Base Quantity + Total Optional Quantities Sheet
- F. A Total Option Period 4 Summary Proposal including:
  - Option Period 4 Base Quantity Sheet
  - Option Period 4 Total Optional Quantities Sheet
  - Option Period 4 Base Quantity + Total Optional Quantities Sheet

III. Summary Cost Support Information Offerors are required to provide support for the summary cost information. Offerors may use the format provided on the following page or tailor the model to their normal accounting practices. This detailed breakdown of cost information is to be provided on cost schedules (spreadsheets) as follows:

1. Direct Labor. The total basic quantities of direct labor hours or level of effort (LOE) to be purchased during the base period and each of the option periods 1 thru 4, if exercised, are set forth below. These hours are for the professional hours only and do not include management at a level higher than that of project management or clerical support staff. If it is your normal practice to charge these types of personnel (management and clerical) as a direct cost, your proposal must include them, separately identified, along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed.

2. Labor Rates. Attach supporting schedules indicating types of categories of labor, together with labor hours for each category and rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employees names. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting practices, are to be shown separately from that of the technical effort. The following information should be included in the support of labor rates:

- The contractor should provide their policies and procedures related to uncompensated overtime.
- When identifying individuals assigned to the project, specify in which of the categories the individual belongs.
- The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.
- Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employees or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.
- State whether any additional direct labor (new hires- Program Managers and Project Managers, etc.) will be required during the performance period of this acquisition. If so, state the number required and for which categories.

(b) The offeror should use the Travel and ODC plug figures provided in the chart below. The Travel and ODC plug figures are provided for evaluation purposes only, the actual Travel and ODC amount incurred during contract performance may be more or less than this estimated amount. The contractor will be reimbursed for actual Travel and ODC costs incurred. If the offeror anticipates additional ODCs other than those listed in the chart below, the cost proposal shall identify such cost as a separate line item. Narrative explanation regarding the basis of additional ODCs must be provided.

The amounts shown for ODC's do not include any indirect cost or fee. If it is the offeror's disclosed practice to apply an indirect rate to any of the categories of cost listed below, that indirect cost would be over and above specified amounts. The offeror's proposal should identify the applicable indirect cost as a separate line item.

Examples of items included in the ODC plug figures below are:

- (1) **Travel:** Local travel, Non-Local
- (2) **Shipping:** Shipment of materials and equipment.
- (3) **Specialized Equipment:** Equipment other than Government Furnished Property (GFP) required for contract performance.

If any offeror normally applies an indirect charge (overhead or G&A) to ODCs, this normal charge (expressed as a percentage) must be included in the offeror's proposal. If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, these costs should not be included as a direct cost. Complete explanation of this adjustment and the offeror's practice

should be provided. This indirect charge is subject to full review by the EPA and must conform to the cost principles in FAR Part 31.

(c) To assist offerors with preparing their cost proposals, please note that all work under this requirement is to be performed on-site at EPA facilities in Washington DC. The following format may be used by offerors to prepare their cost breakdown supporting the cost summary pages for the prime contractor and all subcontractors. Alternative formats are acceptable as long as they include the required cost information.

TABLE 1

	Base Year	Qty Option Year 1	Option Year 1	Qty Option Year 1	Option Year 2	Qty. Option Year 2	Option Year 3	Qty Option Year 3	Option Year 4	Qty Option Year 4
Direct Labor Rate										
Fringe										
Overhead										
Total Labor										
Travel (local and distant)	\$38,000		\$38,000		\$38,000		\$38,000		\$38,000	
Misc ODC's										
Total ODCs										
Consultant(s)										
Subcontractor Costs										
Sub A.										

[illegible]

(d) Listed in the following chart below are the estimated workable Level of Effort hours (LOE) that the offeror shall use to calculate direct labor. The LOE figures provided below are for proposal evaluation purposes only, and shall be proposed exactly as identified. These hours do not include release time such as holiday, vacation, and sick leave. The portion of release time allocable to the proposed direct labor hours shall be computed and shown separately from the direct labor. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However if release time or other labor-related costs are factored into your direct labor rate, these costs must be separately identified in this proposal. Your proposal should clearly indicate your disclosed practice regarding recovery of release time or paid absence. Offerors shall identify the title of the position(s) for each labor classification in the chart below and any additional positions the offeror is proposing to use to support this contract. Offerors shall allocate the total labor hours for each labor category level amongst the personnel they're proposing to use in support of this requirement.

TABLE 2

[illegible]

LEVEL 4 PERSONNEL											
Proj. Mngr.	0		0		0		0		0		0
Total Level 4 LOE	2160	2045	2160	2045	2160	2045	2160	2045	2160	2045	11,845
Level 3 PERSONNEL											
Sen. Emerg. Mangmt. Analyst	0		0		0		0		0		0
EOC Secured Access Facility Mngr.	0		0		0		0		0		0
Total Level 3 LOE	4085		4085		4085		4085		4085		20,425
Level 2 PERSONNEL											
Emerg. Mangmt. Analyst	0		0		0		0		0		0
SR. Telecom. Spec.											
Telecom. Spec.	0		0		0		0		0		0
EOF Manager	0		0		0		0		0		0
Total Level 2 LOE	8,640		8,640		8,640		8,640		8,640		43,200
Total											74,425

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ATTACHMENT 6

GOVERNMENT FURNISHED PROPERTY



## Government Furnished Property

Description	S/N	Decal	Date
1. Brother Intellifax 4750e	U60283A4J218825	N/A	06/04
2. Ricoh SFX 3900M	R39MA2040108	A70166	08/02
3. VHS Sharp 4 Head VCR	007528874	Prop. of EPA	09/89
4. Shredder, Piranha 1262	633889	904669	04/93
5. Printer, HP LaserJet 1200	CNCB420222	N/A	08/04
6. Printer, HP LaserJet 1200	CNCY201026	N/A	08/04
7. Safe (2 Drawer)	1262672	A48161	05/01
8. Safe (4 Drawer)	1440761	606469	05/01
9. Dell Latitude D610	BMVHJ81	PSC07552	
10. Dell Projector	F88D081	N/A	06/06
11. HF Radio	B0000004349	968828	07/05
12. Dell LCD TV E-220	4C1GL81		
13. Dell LCD TV E-201	F41GL81		
14. Shredder, Intimus 502SF	85084.03517.B	N/A	
15. Storage Cabinet	N/A	494959	10/80
16. HP Designjet 800	SG631C2006		09/06

## Added from Region 3, ESC

17. Dell CPU	DMFFK21	A72129	01/05
18. Dell CPU	SMFFK21	A72127	01/05
19. Dell Monitor	N/A	A41876	01/05
20. Dell Monitor	N/A	N/A	01/05

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ATTACHMENT 7

KEY PERSONNEL

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## ATTACHMENT 7

## Labor Classifications, Duties, and Qualifications

The following labor classifications shall be used by the contractor in preparing technical and cost proposals.

## 1. Project Manager

a. Duties. Serves as the contractor's contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), Project Officer (PO), Work Assignment Manager (WAM), and government management personnel. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for overall contract performance.

b. Qualifications. A Master's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline; a minimum of fifteen years experience, of which at least ten years must be specialized; and must be an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes work with Federal national security programs; national security emergency program management and/or operations; catastrophic disaster and/or environmental emergency program management or operations; emergency operations center (EOC) activities; demonstrated ability to provide guidance and direction in the tasks similar to the tasks described in the statement of work; and demonstrated capability in managing multi-task contracts of this type and complexity. Familiarity with interagency national security policy formulation.

## 2. Senior Emergency Management Analyst

a. Duties. Serves as the Deputy (HQ) Project Manager for those tasks being performed under this contract at the EPA headquarters in Washington, D.C. Provides technical and administrative direction for and daily supervision of contractor personnel performing program analyst tasks, including review of work products for correctness, adherence to program requirements and government standards, and for progress in accordance with deliverables schedules.

Coordinates with the Program Manager to ensure problem solution, assignment assessment and operations planning.

b. Qualifications. A Bachelor's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline; a minimum of ten years experience, of which at least five years must be specialized; and must be an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes work with Federal national security programs; national security emergency program management and/or operations; catastrophic disaster and/or environmental emergency program management or operations; emergency operations center (EOC) activities; demonstrated ability to provide guidance and direction in the tasks similar to the tasks described in the statement of work; and demonstrated capability in managing multi-task contracts of this type and complexity. Familiarity with interagency national security policy formulation.

### 3. Emergency Management Analyst

a. Duties. Provides technical and administrative support for and daily program analytical tasks, including development and review of work products for correctness, adherence to program requirements and government standards, and for progress in accordance with deliverables schedules. Coordinates with the Program Manager to ensure problem solution, assignment assessment and operations planning.

b. Qualifications. A Bachelor's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline; a minimum of ten years experience, of which at least five years must be specialized; and must be an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes development of Continuation Program Plans (i.e. Continuity of Operations Plans) increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet,

modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes work with Federal national security programs; national security emergency program management and/or operations; catastrophic disaster and/or environmental emergency program management or operations; emergency operations center (EOC) activities; demonstrated ability to provide guidance and direction in the tasks similar to the tasks described in the statement of work; and demonstrated capability in managing multi-task contracts of this type and complexity. Familiarity with interagency national security policy formulation.

#### 4. Emergency Operations Facility Manager

a. Duties. Serves as the Deputy (EOF) Project Manager for those tasks being performed under this contract at the EPA Emergency Operating facility (EOF), the EOF COMSEC Custodian, and the EPA EOF Property Manager/Supply Officer. Provides technical and administrative direction for and daily supervision of contractor personnel assigned to the EPA EOF, including review of work products for correctness, adherence to program requirements, security procedures, and government standards. Coordinates with the Program Manager to ensure problem solution, assignment of contractor personnel, and preparation of monthly status reports. Performs all COMSEC Custodian duties and responsibilities as detailed in the government National Security Agency (NSA) and EPA security regulations.

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modern communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

#### 5. Senior Telecommunications Specialist

a. Duties. Operates and performs operator level preventive and corrective maintenance on all telecommunications and cryptographic equipment and systems. Serves as the Alternate COMSEC Custodian. Prepares the telecommunications systems portions of the daily, weekly, and monthly Operations Status reports;

identifies telecommunications equipment and system shortfalls; and develops/revises Standard Operating Procedures (SOP) and instructions for telecommunications and cryptographic equipment and systems operations and transmission security (TRANSEC). Works under the general supervision of the Emergency Operations Center Manager and receives work assignments from the Project Manager and/or Emergency Operations Facility Manager.

b. Qualifications. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of six years experience, of which at least four years must be specialized; and a Top Secret national security clearance (current at time of contract award).

(1) General experience includes telecommunications equipment/systems operations; emergency operations center (EOC) activities; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and operations security (OPSEC) planning; previous experience as a COMSEC Custodian or Alternate COMSEC Custodian; and demonstrated ability to develop operational plans, procedures, and instructions.

#### 6. Telecommunications Specialist

a. Duties. Operates and performs operator level preventive and corrective maintenance on all telecommunications and cryptographic equipment and systems. Serves as the Alternate COMSEC Custodian. Prepares the telecommunications systems portions of the daily, weekly, and monthly Operations Status reports; identifies telecommunications equipment and system shortfalls; and develops/revises Standard Operating Procedures (SOP) and instructions for telecommunications and cryptographic equipment and systems operations and transmission security (TRANSEC). Works under the general supervision of the Emergency Operations Center Manager and receives work assignments from the Project Manager and/or Emergency Operations Facility Manager.

b. Qualifications. A Bachelor's degree is preferred in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of four years experience, of which at least two years must be specialized; and a Top Secret national security clearance (current at time of contract award).

(1) General experience includes telecommunications equipment/systems operations; emergency operations center (EOC) activities; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and operations security (OPSEC) planning; previous experience as a COMSEC Custodian or Alternate COMSEC Custodian; and demonstrated ability to develop operational plans, procedures, and instructions.

7. EOC Secured Access Facility Manager / Sensitive Compartmented Information Facility Manager

a. Duties. Serves as the manager for the Secure Access Facility and Sensitive Compartmented facility located in the Emergency Operations Center. Ensures accountability of secure information process including proper documentation of secure material. Also, helps maintain day to day operations of secure IT equipment (stand alone or network enabled). Provides technical and administrative support for daily work products including review of work products for correctness, adherence to program requirements, security procedures, and government standards. Coordinates with the Program Manager to ensure problem solution, assignment of contractor personnel, and preparation of monthly status reports. Performs all COMSEC Custodian duties and responsibilities as detailed in the government National Security Agency (NSA) and EPA security regulations.

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modern communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

ATTACHMENT 8

TOP SECRET REQUIREMENTS



Instructions for filling out DD FORM 254

Please refer to: <http://www.epa.gov/oamsrpod/hcsc/jcranford/index.htm> for copy of FORM

Reference Block 10a:

COMMUNICATIONS SECURITY (COMSEC)

The Control of Communications Security (COMSEC) Policy Manual (NSA/CSS 3-16), shall apply to this contract. Access to classified COMSEC information shall be restricted to U.S. Citizens who have been granted a final government security clearance, have a valid need-to-know (as defined in the National Industrial Security Program Operating Manual (NISPOM), and have successfully completed a non-lifestyle, counterintelligence scope polygraph examination (if required). Non-U.S. Citizens, including immigrant aliens, are not eligible for access to classified COMSEC material or information. Access to unclassified, Controlled Cryptographic Items (CCI) will be limited to U.S. Citizens requiring access. Non-U.S. Citizens may perform building maintenance or custodial duties in contractor spaces containing installed CCI equipment, provided the equipment is not keyed. For access to certain types of COMSEC information, a CRYPTO access or COMSEC briefing may be required, reference NSA/CSS 3-16 for specific requirements. The Facility Security Officer (FSO) must provide a current listing of all individuals granted cryptographic access for each contract to:

US EPA Headquarters  
Ariel Rios Building  
ATTN: Work Assignment Manager  
1200 Pennsylvania Avenue, NW  
Mail code 5104A  
Washington, DC 20460  
Phone: 202-564-8721  
Fax: 202-564-8731

The contractor shall be furnished all COMSEC related equipment from the appropriate government agencies.

The contractor shall coordinate all inspections, maintenance and evaluations of COMSEC equipment to include TEMPEST requirements with the appropriate government agencies. The findings/records of inspections, maintenance and evaluations shall be forwarded to the following:

US EPA  
Security Management Division  
ATTN: NSI Program Team  
1200 Pennsylvania Ave, NW  
Mail code 3206A, Room G.1-1  
Washington, DC 20460  
Phone: 202-564-1983  
Fax: 202-565-2028

USEPA Headquarters  
Ariel Rios Building  
ATTN: Work Assignment Manager  
1200 Pennsylvania Avenue, NW  
Mail code 5104A  
Washington, DC 20460  
Phone: 202-564-8721  
Fax: 202-564-8731  
Reference Block 10e (1):

#### USE OF SPECIAL INTELLIGENCE MARKINGS

##### 1. Authorized Control Markings of Intelligence Information

###### a. Dissemination and Extraction of Information Controlled by Originator (ORCON).

This marking is used only on classified intelligence that clearly identifies and would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the need-to-know principle and safeguarding procedures of the security classification system.

###### b. Not Releasable to Foreign Nationals (NOFORN).

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the disclosure requirements.

###### c. Authorized for Release to (Name of country(s)/international organizations.

DD Form 254, Reference Block 10e (2) Non-SCI. This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(s) or organization.

##### 2. Procedures Governing Use of Control Markings

a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators will ensure that prompt

consideration is given to recipients requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

Reference Block 10e (1):

b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing system. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.

c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958, as amended, and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.